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BILLS OF LADING, § 23. This case is interesting as treating the problem as within the scope of the Acts to regulate commerce. The court seems wrong in assuming that any deviation from the filed and published regulations violates the act. Only "undue or unreasonable" preferences are prohibited. *Gamble-Robinson Commission Co. v. Chicago Ry. Co.*, 168 Fed. 161. *United States v. B. & O. R. R. Co.*, 154 Fed. 108. But where the act is violated the contract is invalid and unenforceable. *Chicago & Allon R. Co. v. Kirby*, 225 U. S. 155. *Saila & Jones v. Pa. R. Co.*, 109 Misc. 604, 179 N. Y. Supp. 471. Although this situation falls within the general operation of the Interstate Commerce Acts, it is specifically covered by the Pomerene Bill of Lading Act. See 39 STAT. AT L. 542. And it is to be hoped that in the future the obvious purpose of § 23 of the Uniform Act will be given effect in interstate transactions in spite of the inartistic changes in wording (intentionally or accidentally) made by the Pomerene enactment. If not thereby protected, the *bona fide* purchaser's best chance seems to be an action in tort for deceit. Cf. William Vance, "Liability for Unauthorized Torts of Agents," 4 MICH. L. REV. 199.

BOUNDARIES — INCONSISTENT DESCRIPTIONS — WHEN COURSES AND DISTANCES GOVERN MONUMENTS. — A patent was issued for 12,000 acres of land, the boundaries of which were described in part by monuments and in part by courses and distances. The monuments conflicted with the courses and distances and the acreage called for by the patent, and, if followed, would lead to a palpably wrong result. *Held*, that the courses and distances will govern. *Swift Coal & Timber Co. v. Sturgill*, 223 S. W. 1090 (Ky.).

The description in the deed is intended to identify the tract conveyed. And so, if the description is insufficient for identification, the conveyance is void. *Wilson v. Johnson*, 145 Ind. 40, 43 N. E. 930; *McBride v. Steinweden*, 72 Kan. 508, 83 Pac. 822. The controlling element is the intention of the parties inferred from the language of the deed. *Reed v. Proprietors of Locks and Canals*, 8 How. (U. S.) 274; *Bruensmann v. Carroll*, 52 Mo. 313. Certain rules of presumption aid in determining their intention when the elements of description conflict. Monuments ordinarily govern courses and distances. *Pernam v. Wead*, 6 Mass. 131; *Watkins v. King*, 118 Fed. 524. But the rule yields when it appears that the courses and distances are more reliable. *White v. Luning*, 93 U. S. 514; *So. Realty Co. v. Keenan*, 99 S. C. 200, 83 S. E. 39. So courses and distances normally govern recitals of area. *Sherwin v. Bitzer*, 97 Minn. 252, 106 N. W. 1046. See *Christian v. Bulbeck*, 120 Va. 74, 113, 90 S. E. 661, 673. But in extreme cases provisions as to area may control all. *Davis v. Hess*, 103 Mo. 31, 15 S. W. 324; *McDowell v. Carothers*, 75 Ore. 126, 146 Pac. 800. There is no rule of preference between conflicting courses and distances. *Preston's Heirs v. Bowmar*, 6 Wheat. (U. S.) 580; *Green v. Pennington*, 105 Va. 801, 54 S. E. 877. But cf. *Paschal v. Sweptson*, 120 Ark. 230, 235, 179 S. W. 339, 340. In this case, if the monuments were followed, the description would not conform in appearance to the plat nor even approximate the acreage called for in the patent, while, if the courses and distances were followed, the description would conform to the plat and include the specified quantity. It seems a proper case, therefore, to deny the application of the ordinary rule of presumption and to allow courses and distances to control.

CARRIERS — BAGGAGE — LIABILITY FOR LOSS OF BAGGAGE CARRIED SUBSEQUENTLY TO PASSENGER'S JOURNEY. — The plaintiff's baggage, due to her own delay, was delivered to the defendant carrier on the day following plaintiff's journey in person. The carrier took it on board his vessel and carried it to its destination. In an action for loss of part of the baggage, defendant set up the defense that he was liable only for negligence. *Held*, that the defense is valid. *Midgett v. Eastern Carolina Transportation Company*, 104 S. E. 32 (N. C.).